



December 7, 2007

Mr Stephen Wolfe  
TN & Associates, Inc  
1033 N Mayfair Road, Suite 200  
Milwaukee, Wisconsin 53226

**RE Request for Right-of-Entry to the Former Carter Color Coat  
6051 Hastings  
Detroit, Michigan 48228**

Dear Mr Wolfe

You have requested a right-of-entry at the above-referenced address (hereinafter, the 'Site') in order to conduct a Superfund Technical Assessment and Response Team (START) site assessment

Please be advised that the City of Detroit grants permission to TN & Associates Inc including its contractors, subcontractors, representatives, agents, and employees (collectively 'User') to enter the Site for the sole purpose of conducting environmental activities, within the confines of the Scope of Work contained in **Exhibit A**

This Right-of-Entry is subject in all respects to the following conditions

- 1 Subject to satisfaction of the terms and conditions contained herein this Right-of-Entry shall commence on December 10, 2007, and shall automatically terminate upon the completion of the work described herein, or on April 4 2008 whichever occurs first
- 2 User shall hold the City of Detroit harmless and shall defend and indemnify the City of Detroit from and against any and all damages, claims, obligations penalties, costs, charges, losses, demands, liabilities, and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City of Detroit or its departments, officers, employees, or agents arising from and related to User and its contractors', subcontractors', representatives', agents', and employees' use of the Site and this Right-of-Entry (including but not limited to, any release or threatened release of hazardous and non-hazardous substances, contaminants exacerbation, evacuation, on-site and/or off-site property damage, or bodily injury)
- 3 TN & Associates, Inc shall continue to maintain, and shall cause its contractors subcontractors, representatives, agents and employees to continue to maintain, at their sole expense, during the time this Right-of-Entry is in effect, the following insurance coverage
  - Commercial General Liability Insurance (Broad Form Comprehensive) written on an occurrence-based coverage, with a minimum combined single limit of \$1,000,000 00 for each occurrence of bodily injury and property

damage, and \$2,000,000 00 in the aggregate, with the general aggregate limit applying per location

- Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Michigan No-Fault Coverage plus residual liability coverage with a minimum combined single limit of \$1,000,000 00 for each occurrence of bodily injury and property damage
- Worker's Compensation Insurance for employees which meets Michigan's Statutory minimum requirements and Employer's Liability Insurance with the minimum limits of \$500,000 00 for each disease, person, and accident
- Contractor Pollution Liability Insurance with minimum limits of \$1,000,000 00 per occurrence, and \$2,000,000 00 in the aggregate

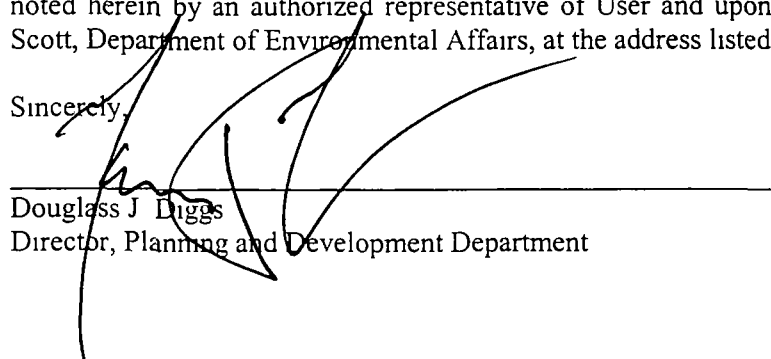
Said insurance policies shall name the User as the insured. The City of Detroit shall be named as an additional insured on the certificates of insurance without limitation, for all preceding coverage, excluding workers' compensation and employers' liability insurance. Each policy shall be accompanied by a commitment from the insurer that such policies shall not be canceled, modified or coverage reduced without at least thirty (30) days prior notice to the City of Detroit. Certificates of Insurance evidencing such coverage and endorsements shall be submitted to the City of Detroit prior to the commencement of performance under this Right-of-Entry.

- 4 User shall not impair any part of the Site except as customarily incident to the activities described in Exhibit A and in accordance with all applicable laws. User shall repair any damage caused to the Site and/or properties affected by the activities at the Site, and restore the Site and/or properties affected by the activities at the Site to its/their original condition.
- 5 User shall contact the Department of Public Works, City Engineering Division at (313) 224-3935 upon the discovery of any damage caused by User's activities to the curb, sidewalk, street, or any portion of the right of way and/or infrastructure in order to provide notice and obtain the proper City of Detroit permits for repair.
- 6 User will not bring any soils or other materials onto the Site, except in strict accordance with the Department of Public Works, City Engineering Division Standard Specifications for the above-referenced Site and only with prior written verification for compliance by the Department of Environmental Affairs of the User's fill material analytical data. User shall be responsible for the removal of any and all materials, tools and equipment brought onto the Site required for the authorized activities, and User shall assume the risk of loss or damage to any materials, tools and equipment.
- 7 User is entering upon and using the Site at its own risk, and accepts the Site As Is. The City of Detroit makes no representation or warranty as to the status of title or the physical or environmental condition of the Site, or its fitness for any particular use.
- 8 User shall take all reasonable measures and precautions to mitigate any noise, vibrations, dust, and odors emanating from the activities on the Site.

- 9 User shall immediately notify the City of Detroit Department of Environmental Affairs at (313) 471-5108 upon the discovery of a suspected release of hazardous substances, hazardous materials, contaminants, or property damage as a result of User's activity at the Site
- 10 User shall provide to the City of Detroit, without charge and upon preparation of the documents, copies of any and all draft and final work plans, reports, health and safety plans, and other environmental, analytical, or engineering documents relating in any way or arising out of its activities at the Site
- Upon the preparation of the documents, three copies of each document shall be provided to  
Raymond A Scott, Manager II  
City of Detroit Department of Environmental Affairs  
660 Woodward Avenue, Suite 1800  
Detroit, Michigan 48226
- 11 This instrument and the rights granted hereunder may not be assigned by User
- 12 User shall take all precautions necessary to make the Site safe for the authorized activities, including, where appropriate, preparation and adherence to a site-specific health and safety plan
- 13 User shall be responsible for ensuring compliance with all applicable federal, state, and local laws, rules, regulations, standards, plans and orders Any violation of the applicable laws, rules, regulations, standards, plans, and orders, or breach of the terms contained within this document may be considered grounds for termination of the Right-of-Entry
- 14 This instrument constitutes the entire Right-of-Entry agreement between the City of Detroit and the User with respect to its subject matter This agreement may not be modified, amended, changed, or altered in any respect unless done so in a writing acknowledged by both the City of Detroit and User
- 15 No activities other than the activities authorized in Exhibit A may be performed on the Site

This Right-of-Entry will be effective only upon execution of the acknowledgment and agreement noted herein by an authorized representative of User and upon delivery of same to Mr Raymond Scott, Department of Environmental Affairs, at the address listed above

Sincerely,

  
\_\_\_\_\_  
Douglass J Diggs  
Director, Planning and Development Department

TN & Associates, Inc , by its duly authorized representative, hereby acknowledges receipt of the original copy of this letter, and agrees to be bound by the terms and conditions stated therein

TN & ASSOCIATES, INC

BY \_\_\_\_\_  
(Signature)

PRINT NAME \_\_\_\_\_

ITS \_\_\_\_\_  
(Duly Authorized Representative)

DATE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK**

The following is the Scope of Work which TN & Associates, Inc , its contractors, subcontractors, representatives, agents and employees (collectively, "User"), is authorized to perform at the Site. User shall be responsible for ensuring compliance in all respects with the Scope of Work and all applicable federal, state, and local laws, rules, regulations, standards, plans, and orders.

User is only authorized to undertake the following activities at the Site:

SEE SITE ASSESSMENT ACTIVITIES ATTACHED AT THE END OF DOCUMENT

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## 3 0 PROPOSED SITE ASSESSMENT ACTIVITIES

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Proposed site assessment activities for the investigation at the Carter Coat site are described below

### 3 1 SITE RECONNAISSANCE

On November 19 2007 On-Scene Coordinator (OSC) Jeffrey Kimble, START Stephen Wolfe, TN&A and MDEQ representatives will perform a site walk and collect samples for analysis. The site walk will be used to determine how much material is on the floor that may have to be removed as asbestos containing material (ACM), how many light ballasts are in the facility that may contain PCB oil, and help determine a course of removal action. It is anticipated that all activities can be completed in the course of one day.

### 3 2 PROPOSED SAMPLING ACTIVITIES

START will collect a limited number of samples to verify the results of the site assessment performed by MDEQ and to further clarify any of the work items that the State has requested U S EPA to perform.

Specifically, the following samples will be collected:

There are two underground storage tanks (USTs) suspected to have contained gasoline on site. If possible, these tanks will be sampled using a sludge judge and field checked for pH and then analyzed for flammability.

Two composite samples of surface soil will be collected surrounding the USTs to determine if soil removal is warranted in these areas. MDEQ found arsenic in amounts greater than the residential standard for the State of Michigan in these areas. These samples will be analyzed for total metals only.



MDEQ had a contractor consolidate wastes and overpack as much material as possible into drums. The contractor had performed disposal analysis on these wastes and identified several possible waste streams. START will open the containers that had low/high pH results and field verify these results with pH paper.

One waste stream was identified to have high TCLP results for lead and chromium. START will resample this waste stream and submit for TCLP metal analysis.

MDEQ had requested that U.S. EPA remove PCB contaminated wood block flooring from the facility. There is no data to suggest that the wood block flooring is contaminated with PCBs. START will collect up to 10 samples of the wood block flooring for PCB and PAH analysis. Samples of the wood block flooring will be collected either by using a cordless hand drill to drill holes in the floor and collecting the sawdust or as an alternative, a hammer and wood chisel will be used to collect pieces of the floor.

MDEQ had requested scarification of approximately 1,800 square feet of PCB contaminated concrete. START will be collecting several wipe samples to verify that there is PCB contamination on the concrete and to see if it is removable. Wipe samples will be collected by using a gauze pad wetted with hexane solvent and wiping a 10 cm by 10 cm area of concrete.

**TABLE 1**  
**SAMPLING REQUIREMENTS WORKSHEET**  
**CARTER COAT SITE ASSESSMENT**

Matrix	Parameter/Method	Volume and Container	No of Samples	No of Quality Control (QC) Samples						Total No of samples (Investigative + QC)	Total No of sample containers
				MS	MSD	Field Duplicate or Split	Equipment Blank	Field Blank	Trip Blank		
Wood Chips/sawdust	PCBs – SW-846 Method 8082	One 8 oz glass jar	10	1	1	1	0	0	0	13	13
Wood Chips/sawdust	SVOCs (PAHs) – SW-846 method 8270C-SIM	One 8 oz glass jar	10	1	1	1	0	0	0	13	13
Wipe Sample	PCBs - SW 846 Method 8082	Laboratory supplied wipe kit	5	0	0	0	0	0	0	5	5
Soil	Total Metals – SW-846 Method 6010B	One 8-oz glass jar	2	0	0	0	0	0	0	2	2
Liquid	Ignitability SW846 Method 1010 and/or 1020A	One 4-oz glass jar	2	0	0	0	0	0	0	2	2
Waste	TCLP Metals SW-846 Method 1311 and 6010B	One 1,000-ml glass bottle	1	0	0	0	0	0	0	1	1
Rinsate	PCBs – SW-846 Method 8082	One 8-oz glass jar	0	0	0	0	1	0	0	1	1
Rinsate	SVOCs (PAHs) – SW-846 Method 8270C	One 8-oz glass jar	0	0	0	0	1	0	0	1	1